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Attorneys for Plaintiff

Adobe Systems Incorporated

Aldo Secaida, an individual and d/b/a

*www.brilliantbuys.co.uk*

*aldo@ifreelancewebdevelopment.com*

517 West Puente Street #2

Covina, California 91722

Telephone: (626) 664-3082

Defendant, *in pro se*

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA (SAN FRANCISCO)

Adobe Systems Incorporated,

Plaintiff,

v.

Aldo Secaida, an individual and d/b/a

*www.brilliantbuys.co.uk*, and Does 1 – 10,

inclusive,

Defendants.

Case No. C10-3566 RS

~~[PROPOSED]~~ PERMANENT  
INJUNCTION AND DISMISSAL WITH  
PREJUDICE

The Court, having read and considered the Joint Stipulation for Permanent Injunction and Dismissal with Prejudice that has been executed by Plaintiff Adobe Systems Incorporated (“Plaintiff”) and Defendant Aldo Secaida, an individual and d/b/a *www.brilliantbuys.co.uk* (“Defendant”), in this action, and good cause appearing therefore, hereby:

ORDERS that based on the Parties’ stipulation and only as to Defendant, his successors, heirs, and assignees, this Injunction shall be and is hereby entered in the within action as follows:

1) This Court has jurisdiction over the parties to this action and over the subject matter hereof pursuant to 17 U.S.C. § 101 *et seq.*, 15 U.S.C. § 1051, *et seq.*, 15 U.S.C. § 1121, and 28 U.S.C. §§ 1331 and 1338. Service of process was properly made against Defendant.

2) Plaintiff has alleged that it is the owner of all rights in and to the copyright and trademark registrations listed in Exhibits A and B attached hereto and incorporated herein by this reference (collectively referred to herein as “Plaintiff’s Properties”).

3) Plaintiff has alleged that Defendant has made unauthorized uses of Plaintiff’s Properties or substantially similar likenesses or colorable imitations thereof.

4) Defendant and his agents, servants, employees and all persons in active concert and participation with him who receive actual notice of the Injunction are hereby restrained and enjoined from:

a) Infringing Plaintiff’s Properties, either directly or contributorily, in any manner, including generally, but not limited to manufacturing, importing, distributing, advertising, selling and/or offering for sale any unauthorized product which features any of Plaintiff’s Properties (“Unauthorized Products”), and specifically from:

i) Importing, manufacturing, distributing, advertising, selling and/or offering for sale the Unauthorized Products or any other unauthorized products which picture, reproduce, copy or use the likenesses of or bear a substantial similarity to any of Plaintiff’s Properties;

ii) Importing, manufacturing, distributing, advertising, selling and/or offering for sale in connection thereto any unauthorized promotional materials, labels, packaging or containers which picture, reproduce, copy or use the likenesses of or bear a confusing similarity to any of Plaintiff’s Properties;

iii) Engaging in any conduct that tends falsely to represent, or is likely to confuse, mislead or deceive purchasers, Defendant’s customers and/or members of the public to believe, that the actions of Defendant, the products sold by Defendant,

1 or Defendant himself are connected with Plaintiff, are sponsored, approved or  
2 licensed by Plaintiff, or are affiliated with Plaintiff;

3 iv) Affixing, applying, annexing or using in connection with the importation,  
4 manufacture, distribution, advertising, sale and/or offer for sale or other use of any  
5 goods or services, a false description or representation, including words or other  
6 symbols, tending to falsely describe or represent such goods as being those of  
7 Plaintiff.

8 5) Each side shall bear its own fees and costs of suit.

9 6) Except as provided herein, all claims alleged in the Complaint are dismissed with prejudice.

10 7) This Injunction shall be deemed to have been served upon Defendant at the time of its  
11 execution by the Court.

12 8) The Court finds there is no just reason for delay in entering this Injunction and, pursuant to  
13 Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs immediate entry of this  
14 Injunction against Defendant.

15 9) The Court shall retain jurisdiction of this action to entertain such further proceedings and to  
16 enter such further orders as may be necessary or appropriate to implement and enforce the  
17 provisions of this Injunction.

18 10) The above-captioned action shall, upon filing by Plaintiff of the Joint Stipulation re Entry  
19 of [Proposed] Judgment and [Proposed] Final Judgment and requesting entry of judgment against  
20 Defendant, be reopened should Defendant default under the terms of the Settlement Agreement.

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11) This Court shall retain jurisdiction over the Defendant for the purpose of making further orders necessary or proper for the construction or modification of this consent decree and judgment; the enforcement hereof; the punishment of any violations hereof, and for the possible entry of a further Judgment Pursuant to Stipulation in this action.

DATED: 2/14/12

Hon. Richard Seeborg  
Judge, United States District Court  
for the Northern District of California

PRESENTED BY:

J. Andrew Coombs,  
A Professional Corporation

By: /s/ Nicole L. Drey  
J. Andrew Coombs  
Nicole L. Drey  
Attorneys for Plaintiff  
Adobe Systems Incorporated

Aldo Secaída, an individual and d/b/a  
[www.brilliantbuys.co.uk](http://www.brilliantbuys.co.uk)

By:   
Aldo Secaída, an individual and  
d/b/a [www.brilliantbuys.co.uk](http://www.brilliantbuys.co.uk)  
Defendant, *in pro se*

EXHIBIT A  
Copyright Registrations

| <u>Title of Work</u>                                   | <u>Copyright Registration No.</u> |
|--|-----------------------------------|
| Acrobat 3D   | TX0006277233                      |
| Acrobat Capture 1.0.                                   | TX0004559023                      |
| Acrobat Capture 1.0.                                   | TX0004559023                      |
| Acrobat Capture 2.0.                                   | TX0004509574                      |
| Acrobat Capture 2.0.                                   | TX0004509574                      |
| Acrobat Catalog for Windows.                           | TX0004001286                      |
| Acrobat Catalog for Windows.                           | TX0004001286                      |
| Acrobat Distiller 2.1 for Macintosh.                   | TX0004169553                      |
| Acrobat Distiller 2.1 for Macintosh.                   | TX0004169553                      |
| Acrobat Distiller 2.1 for Microsoft Windows.           | TX0004169555                      |
| Acrobat Distiller 2.1 for Microsoft Windows.           | TX0004169555                      |
| Acrobat Distiller for Microsoft Windows.               | TX0003893510                      |
| Acrobat Distiller for Microsoft Windows.               | TX0003893510                      |
| Acrobat Exchange 2.0 for Macintosh.                    | TX0004001287                      |
| Acrobat Exchange 2.0 for Macintosh.                    | TX0004001287                      |
| Acrobat Exchange 2.1 for Macintosh.                    | TX0004169554                      |
| Acrobat Exchange 2.1 for Macintosh.                    | TX0004169554                      |
| Acrobat Exchange 2.1 for UNIX.                         | TX0004231310                      |
| Acrobat Exchange 2.1 for UNIX.                         | TX0004231310                      |
| Acrobat Exchange and Acrobat Reader for Macintosh.     | TX0003611923                      |
| Acrobat Exchange and Acrobat Reader for Macintosh.     | TX0003611923                      |
| Acrobat Exchange and Acrobat Reader for Windows.       | TX0003611922                      |
| Acrobat Exchange and Acrobat Reader for Windows.       | TX0003611922                      |
| Acrobat Reader 2.0 for Windows.                        | TX0003893506                      |
| Acrobat Reader 2.0 for Windows.                        | TX0003893506                      |
| Acrobat Reader 3.0.                                    | TX0004509573                      |
| Acrobat Reader 3.0.                                    | TX0004509573                      |
| Acrobat Search for Macintosh.                          | TX0003991344                      |
| Acrobat Search for Windows.                            | TX0003978856                      |
| Acrobat Search for Windows.                            | TX0003978856                      |
| Acrobat.   | TX0001644799                      |
| Adobe Accelio Capture Advanced Client 4.0 for Windows. | TX0005553357                      |
| Adobe Accelio Integrate Suite 6.0 for Windows.         | TX0005553342                      |
| Adobe Acrobat 3.0 for Macintosh, Windows and UNIX.     | TX0004583920                      |
| Adobe Acrobat 3.0 for Macintosh, Windows and UNIX.     | TX0004583920                      |
| Adobe Acrobat 4.0.                                     | TX0004961793                      |
| Adobe Acrobat 5.0 for Macintosh.                       | TX0005545266                      |
| Adobe Acrobat 5.0 for Windows.                         | TX0005545265                      |
| Adobe Acrobat 5.0 Getting Started Guide.               | TX0005545267                      |
| Adobe Acrobat 6.0 for Macintosh.                       | TX0005748744                      |
| Adobe Acrobat 6.0 for Windows.                         | TX0005748745                      |
| Adobe Acrobat 7.0 Standard for Macintosh.              | TX0006045087                      |
| Adobe Acrobat 7.0 Standard for Windows.                | TX0006045086                      |
| Adobe Acrobat 8 Professional for Macintosh.            | TX0006390830                      |
| Adobe Acrobat 8 Professional for Windows.              | TX0006390827                      |

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| 1  | Adobe Acrobat 8 Standard for Macintosh.                   | TX0006390829 |
| 2  | Adobe Acrobat 8 Standard for Windows.                     | TX0006390828 |
| 3  | Adobe Acrobat Approval 5.0 for Macintosh.                 | TX0005654837 |
| 4  | Adobe Acrobat Approval 5.0 for Windows.                   | TX0005436556 |
| 5  | Adobe Acrobat Capture 3.0 source code.                    | TX0005199559 |
| 6  | Adobe Acrobat Connect 1.0 for Macintosh.                  | TX0006390834 |
| 7  | Adobe Acrobat Connect 1.0 for Windows.                    | TX0006390835 |
| 8  | Adobe Acrobat Distiller Server 5.0.5.                     | TX0005758527 |
| 9  | Adobe Acrobat Distiller Server 6.0 for UNIX.              | TX0005847807 |
| 10 | Adobe Acrobat Distiller Server 6.0 for Windows.           | TX0005847832 |
| 11 | Adobe Acrobat eBook Reader v. 2.0.                        | TX0005335249 |
| 12 | Adobe Acrobat eBook Reader v. 2.0.                        | TX0005335250 |
| 13 | Adobe Acrobat Elements 1.0 for Windows.                   | TX0005611299 |
| 14 | Adobe Acrobat Elements 6.0 for Windows.                   | TX0005780821 |
| 15 | Adobe Acrobat Elements Server 6.0 for Windows.            | TX0005848340 |
| 16 | Adobe Acrobat Fill in 4.0.                                | TX0004241942 |
| 17 | Adobe Acrobat Inroduction 1.0.                            | TX0005200942 |
| 18 | Adobe Acrobat Inroduction 1.0.                            | TX0005200942 |
| 19 | Adobe Acrobat Messenger 1.0.                              | TX0005241268 |
| 20 | Adobe Acrobat Reader 5.0 for Macintosh.                   | TX0005412874 |
| 21 | Adobe Acrobat Reader 5.0 for Windows.                     | TX0005412875 |
| 22 | Adobe Acrobat Reader 5.0.5 for AIX.                       | TX0005605114 |
| 23 | Adobe Acrobat Reader 5.0.5 for HP-UX.                     | TX0005605113 |
| 24 | Adobe Acrobat Reader 5.0.5 for Solaris.                   | TX0005617024 |
| 25 | Adobe Acrobat Reader 5.05 for Linux.                      | TX0005617021 |
| 26 | Adobe Acrobat Reader 5.1 for Macintosh.                   | TX0005620676 |
| 27 | Adobe Acrobat Reader 5.1 for Windows.                     | TX0005620677 |
| 28 | Adobe Acrobat Reader for Palm OS 1.0 for Windows.         | TX0005422793 |
|    | Adobe Acrobat Reader for Palm OS 2.0 (Macintosh)          | TX0005617023 |
|    | Adobe Acrobat Reader for Palm OS 2.0 (Windows)            | TX0005617022 |
|    | Adobe Acrobat Reader for Palm OS Beta Windows.            | TX0005422794 |
|    | Adobe Acrobat Reader for Pocket PC : Version 1.0.         | TX0005489269 |
|    | Adobe ActiveShare 1.0.                                    | TX0005086423 |
|    | Adobe ActiveShare 1.5 for Windows.                        | TX0005267528 |
|    | Adobe After Effects : 7.0 Professional for Windows.       | TX0006277334 |
|    | Adobe After Effects : Version 5.0 for Macintosh.          | TX0005392887 |
|    | Adobe After Effects : Version 5.0 for Windows.            | TX0005438054 |
|    | Adobe After Effects : Version 5.5 for Macintosh.          | TX0005493399 |
|    | Adobe After Effects : Version 5.5 for Windows.            | TX0005493400 |
|    | Adobe After Effects : Version 6.0 for Macintosh.          | TX0005777908 |
|    | Adobe After Effects : Version 6.0 for Windows.            | TX0005777907 |
|    | Adobe After Effects 3.0 for Macintosh.                    | TX0004643401 |
|    | Adobe After Effects 4.0 for Macintosh and Windows.        | TX0005011464 |
|    | Adobe After Effects 5.5 Plug-in Power Pack for MacIntosh. | TX0005546626 |
|    | Adobe After Effects 5.5 Plug-in Power Pack for Windows.   | TX0005546627 |
|    | Adobe After Effects 6.5 for Macintosh.                    | TX0005934788 |
|    | Adobe After Effects 7.0 Standard for Macintosh.           | TX0006277333 |
|    | Adobe After Effects 7.0 Standard for Windows.             | TX0006277335 |

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| 1  | Adobe After Effects CS3 Professional for Windows and Macintosh.    | TX0006457851 |
| 2  | Adobe After Effects Production Bundle : Version 5.5 for Macintosh. | TX0005493398 |
| 3  | Adobe After Effects Production Bundle : Version 5.5 for Windows.   | TX0005493401 |
| 4  | Adobe After Effects Production Bundle 5.0 for Macintosh.           | TX0005392886 |
| 5  | Adobe After Effects Production Bundle 5.0 for Windows.             | TX0005392888 |
| 6  | Adobe After Effects Version 6.5 for Windows.                       | TX0005934787 |
| 7  | Adobe AlterCast 1.5 for Solaris.                                   | TX0005520581 |
| 8  | Adobe AlterCast 1.5 for Windows.                                   | TX0005520583 |
| 9  | Adobe Atmosphere : Version 1.0 Public Beta.                        | TX0005401513 |
| 10 | Adobe Atmosphere 1.0 for Windows.                                  | TX0005780857 |
| 11 | Adobe Atmosphere Player 1.0 for Windows.                           | TX0005748760 |
| 12 | Adobe Audition 1.0 for Windows.                                    | TX0005777207 |
| 13 | Adobe Audition 1.5 for Windows.                                    | TX0005932189 |
| 14 | Adobe Audition 2.0 for Windows.                                    | TX0006277359 |
| 15 | Adobe Audition 3.0 for Windows.                                    | TX0006816095 |
| 16 | Adobe Barcoded Paper Forms Solution 1.0 for Macintosh.             | TX0005936309 |
| 17 | Adobe Captivate 2 for Windows.                                     | TX0006390833 |
| 18 | Adobe Carlson Regular.   | TX0003374876 |
| 19 | Adobe Caslon Alternate Bold Italic : Version 001.000.              | TX0003501138 |
| 20 | Adobe Caslon Alternate Bold.                                       | TX0003501547 |
| 21 | Adobe Caslon Alternate Italic : Version 001.000.                   | TX0003501139 |
| 22 | Adobe Creative Suite 2 Premium for Macintosh.                      | TX0006131248 |
| 23 | Adobe Creative Suite 2 Premium for Windows.                        | TX0006131245 |
| 24 | Adobe Creative Suite 2 Standard for Macintosh.                     | TX0006131247 |
| 25 | Adobe Creative Suite 2 Standard for Windows.                       | TX0006131246 |
| 26 | Adobe Creative Suite for Macintosh.                                | TX0005844481 |
| 27 | Adobe Creative Suite for Windows.                                  | TX0005844480 |
| 28 | Adobe Dreamweaver CS3 Professional for Windows and Macintosh       | TX0006534561 |
|    | Adobe Exchange 2.0 for Windows.                                    | TX0003961129 |
|    | Adobe Extension Manager CS3 for Windows and Macintosh.             | TX0006531581 |
|    | Adobe Fireworks CS3 for Windows and Macintosh.                     | TX0006531654 |
|    | Adobe Flash CS3 Professional for Windows and Macintosh.            | TX0006531604 |
|    | Adobe Flash CS3 Professional for Windows and Macintosh.            | TX0006531604 |
|    | Adobe Flash Media Encoder 1.0.                                     | TX0006526716 |
|    | Adobe Flash Media Encoder 1.0.                                     | TX0006526716 |
|    | Adobe Flash Player 9 for Linux.                                    | TX0006476523 |
|    | Adobe Flash Player 9 for Linux.                                    | TX0006476523 |
|    | Adobe Flash Player 9 for Solaris.                                  | TX0006457897 |
|    | Adobe Illustrator : Version 5.0.1 (Mac).                           | TX0003846115 |
|    | Adobe Illustrator : Version 5.5 (Mac).                             | TX0003846114 |
|    | Adobe Illustrator : Version 6.0 Macintosh.                         | TX0004240043 |
|    | Adobe Illustrator 10 for Macintosh.                                | TX0005446858 |
|    | Adobe Illustrator 10 for Windows.                                  | TX0005446857 |
|    | Adobe Illustrator 3.0.   | TX0003000202 |
|    | Adobe Illustrator 8.0 for Macintosh and Windows.                   | TX0004953097 |
|    | Adobe Illustrator 9.0 for Macintosh and Windows.                   | TX0005159819 |
|    | Adobe Illustrator CS for Macintosh.                                | TX0005780817 |
|    | Adobe Illustrator CS for Windows.                                  | TX0005780806 |
|    | Adobe Illustrator CS3 for Windows and Macintosh.                   | TX0006531603 |



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| 1  | Adobe Illustrator.                                       | TX0003380406 |
| 2  | Adobe PageMaker 6.0 for Macintosh, Power Macintosh.      | TX0004093314 |
| 3  | Adobe PageMaker 6.5 Macintosh.                           | TX0004524555 |
| 4  | Adobe PageMaker 7.0 for Macintosh.                       | TX0005409447 |
| 5  | Adobe PageMaker 7.0 for Windows.                         | TX0005409446 |
| 6  | Adobe Pagemaker Plug-in Pack for Macintosh.              | TX0005847834 |
| 7  | Adobe Pagemaker Plug-in Pack for Windows.                | TX0005847833 |
| 8  | Adobe Photoshop : 5.5.                                   | TX0005213806 |
| 9  | Adobe Photoshop 6.0.                                     | TX0005196369 |
| 10 | Adobe Photoshop 7.0 for Macintosh.                       | TX0005562147 |
| 11 | Adobe Photoshop 7.0 for Windows.                         | TX0005562148 |
| 12 | Adobe Photoshop Album 2.0 for Windows.                   | TX0005780785 |
| 13 | Adobe Photoshop CS for Macintosh.                        | TX0005780846 |
| 14 | Adobe Photoshop CS for Windows.                          | TX0005780847 |
| 15 | Adobe Photoshop CS2 for Macintosh.                       | TX0006131272 |
| 16 | Adobe Photoshop CS2 Official JavaScript Reference        | TX0006273756 |
| 17 | Adobe Photoshop CS3 for Windows and Macintosh.           | TX0006528611 |
| 18 | Adobe Photoshop Elements : 4.0 for Macintosh.            | TX0006277687 |
| 19 | Adobe Photoshop Elements 1.0 for Macintosh and Windows.  | TX0005329106 |
| 20 | Adobe Photoshop Elements 2.0 for Macintosh.              | TX0005592639 |
| 21 | Adobe Photoshop Elements 2.0 for Windows.                | TX0005592638 |
| 22 | Adobe Photoshop Elements 4.0 for Windows.                | TX0006139024 |
| 23 | Adobe Photoshop Lightroom 1.0 for Macintosh and Windows. | TX0006526701 |
| 24 | Adobe Photoshop Macintosh.                               | TX0003551958 |
| 25 | Adobe Photoshop Version 3.0 Mac.                         | TX0003971820 |
| 26 | Adobe Photoshop Version 3.0 Windows.                     | TX0003616850 |
| 27 | Adobe Photoshop Version 5.0 Macintosh and Windows.       | TX0004856009 |
| 28 | Adobe Photoshop Windows.                                 | TX0003596143 |
|    | Adobe Photoshop.   | TX0004068613 |
|    | Adobe Photoshop.   | TX0003120306 |
|    | Adobe Photoshop.   | TX0002897138 |
|    | Adobetyping Manager Deluxe 4.6 User Guide : Macintosh.   | TX0005176752 |
|    | Adope PhotoDeluxe, V1.0.                                 | TX0004809739 |
|    | Adope Photoshop : Version 4.0 : Macintosh and Windows.   | TX0004571653 |
|    | Authorware 7.0   | TX0005800627 |
|    | Contribute 4 (Mac)                                       | TX0006471404 |
|    | Designer 6.0 (Win)                                       | TX0005932242 |
|    | Encore DVD 2.0   | TX0006277348 |
|    | Font Folio 9.0 (Mac)                                     | TX0005401449 |
|    | Font Folio Open Type                                     | TX0005845931 |
|    | Form Manager 6.0   | TX0006042527 |
|    | Framemaker 7.0 (Mac)                                     | TX0005596921 |
|    | Framemaker 7.0 (Win)                                     | TX0005596919 |
|    | FreeHand MX (Mac)  | TX0005746988 |
|    | GoLive CS2 (Mac)   | TX0006131268 |
|    | GoLive CS2 (Win)   | TX0006131269 |
|    | Illustrator CS2 (Mac)                                    | TX0006131282 |
|    | Illustrator CS2 (Win)                                    | TX0006131283 |
|    | InCopy CS (Mac)  | TX0005780859 |



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| 1  | InCopy CS (Win)   | TX0005780858 |
| 2  | InDesign CS2 (Mac)  | TX0006139165 |
| 3  | Macintosh Distiller.  | TX0003893508 |
| 4  | Macintosh PDF Writer.   | TX0003893509 |
| 5  | Macintosh Reader.   | TX0003893511 |
| 6  | Macromedia ColdFusion MX 7  | TX0006201577 |
| 7  | Macromedia Dreamweaver MX 2004  | TX0005852659 |
| 8  | Macromedia Fireworks MX 2004  | TX0005839595 |
| 9  | Macromedia Flash Lite 2.0   | TX0006288632 |
| 10 | Macromedia Flash Media Server 2   | TX0006335779 |
| 11 | Macromedia Flash MX 2004 Pro  | TX0005852657 |
| 12 | Macromedia RoboHelp HTML X5   | TX0005944534 |
| 13 | Macromedia RoboHelp X5  | TX0005944535 |
| 14 | Macromedia Shockwave for Authorware Run-time Version 3.5 [for<br>Macintosh, Power Macintosh, Windows 3.1/95/NT] | TX0004695283 |
| 15 | Macromedia Shockwave for FreeHand 5.0 (for Macintosh, Power<br>Macintosh, Windows 3.1/95/NT)                    | TX0004671697 |
| 16 | PhotoDeluxe 2.0 (Mac)   | TX0004771678 |
| 17 | PhotoDeluxe 2.0 (Win)   | TX0004617316 |
| 18 | Photoshop CS2 (Win)   | TX0006131279 |
| 19 | Photoshop Elements 5.0  | TX0006389641 |
| 20 | Premiere 7.0  | TX0005777909 |
| 21 | Premiere Elements 3.0   | TX0006389647 |
| 22 | Premiere Pro 1.5  | TX0005931988 |
| 23 | Premiere Pro 2.0  | TX0006275628 |
| 24 | Production Studio 1.0   | TX0006277349 |
| 25 | Shockwave for Director 5.0.   | TX0004700912 |
| 26 | Windows PDF Writer.   | TX0003893507 |

**EXHIBIT B**  
**Trademark Registrations**

| <b><u>Trademark<br/>Registration No.:</u></b> | <b><u>Title of Work:</u></b>  | <b><u>Rights Owner:</u></b> |
|---|-------------------------------|-----------------------------|
| 3029061                                       | ADOBE                         | Adobe Systems Incorporated  |
| 2920764                                       | PHOTOSHOP                     | Adobe Systems Incorporated  |
| 3111341                                       | CREATIVE SUITE                | Adobe Systems Incorporated  |
| 2993457                                       | CO-AUTHOR                     | Adobe Systems Incorporated  |
| 3032288                                       | A                             | Adobe Systems Incorporated  |
| 2983111                                       | VISUAL COMMUNICATOR           | Adobe Systems Incorporated  |
| 3065143                                       | ADOBE LIVECYCLE               | Adobe Systems Incorporated  |
| 2725811                                       | ADOBE STUDIO                  | Adobe Systems Incorporated  |
| 2725810                                       | ADOBE STUDIO                  | Adobe Systems Incorporated  |
| 2722546                                       | ADOBE STUDIO                  | Adobe Systems Incorporated  |
| 2557911                                       | CLEARLY ADOBE IMAGING         | Adobe Systems Incorporated  |
| 2076967                                       | THE ADOBE GROUP               | Adobe Systems Incorporated  |
| 2081343                                       | A                             | Adobe Systems Incorporated  |
| 2817626                                       | ROUNDTRIP HTML                | Adobe Systems Incorporated  |
| 2060488                                       | ILLUSTRATOR                   | Adobe Systems Incorporated  |
| 1988712                                       | ADOBE                         | Adobe Systems Incorporated  |
| 1988711                                       | A                             | Adobe Systems Incorporated  |
| 1988710                                       | A                             | Adobe Systems Incorporated  |
| 1961762                                       | AUTHORWARE                    | Adobe Systems Incorporated  |
| 1956216                                       | ADOBE                         | Adobe Systems Incorporated  |
| 1901149                                       | A ADOBE                       | Adobe Systems Incorporated  |
| 1850242                                       | PHOTOSHOP                     | Adobe Systems Incorporated  |
| 1852943                                       | A                             | Adobe Systems Incorporated  |
| 1651380                                       | ADOBE PHOTOSHOP               | Adobe Systems Incorporated  |
| 1475793                                       | ADOBE                         | Adobe Systems Incorporated  |
| 1487549                                       | ADOBE SYSTEMS<br>INCORPORATED | Adobe Systems Incorporated  |
| 1482233                                       | ADOBE SYSTEMS<br>INCORPORATED | Adobe Systems Incorporated  |
| 1486895                                       | ADOBE                         | Adobe Systems Incorporated  |
| 1479408                                       | ADOBE ILLUSTRATOR             | Adobe Systems Incorporated  |
| 1383131                                       | POSTSCRIPT                    | Adobe Systems Incorporated  |

|    |         |                  |                            |
|----|---------|------------------|----------------------------|
| 1  | 1463458 | POSTSCRIPT       | Adobe Systems Incorporated |
| 2  | 2520435 | MACROMEDIA FLASH | Adobe Systems Incorporated |
| 3  | 2650911 | MACROMEDIA FLASH | Adobe Systems Incorporated |
| 4  | 2852245 | FLASH            | Adobe Systems Incorporated |
| 5  | 2855434 | FLASH            | Adobe Systems Incorporated |
| 6  | 2060488 | ILLUSTRATOR      | Adobe Systems Incorporated |
| 7  | 2068523 | ACROBAT          | Adobe Systems Incorporated |
| 8  | 1997398 | ACROBAT CAPTURE  | Adobe Systems Incorporated |
| 9  | 1901566 | SHOCKWAVE        | Adobe Systems Incorporated |
| 10 | 2294926 | DREAMWEAVER      | Adobe Systems Incorporated |
| 11 | 2091087 | PAGEMAKER        | Adobe Systems Incorporated |

### **PROOF OF SERVICE**

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, and not a party to the above-entitled cause. I am employed by a member of the Bar of the United States District Court of California. My business address is 517 East Wilson Avenue, Suite 202, Glendale, California 91206.

On February 14, 2012, I served on the interested parties in this action with the:

#### **[PROPOSED] PERMANENT INJUNCTION AND DISMISSAL WITH PREJUDICE**

for the following civil action:

Adobe Systems Incorporated v. A. Secaida, et al.

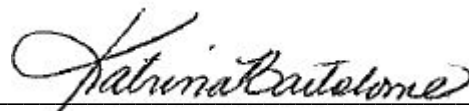
on the following interested parties in this action:

|   |
|---|
| Aldo Secaida, an individual and d/b/a<br>www.brilliantbuys.co.uk<br>517 W. Puente St., #2<br>Covina, CA 91722 |
|---|

by placing a true and correct copy thereof in an envelope to be immediately sealed thereafter. I am readily familiar with the office's practice of collecting and processing correspondence for mailing. Under that practice it would be deposited with the United States Postal Service on the same day with postage thereon fully prepaid at Glendale, California, in the ordinary course of business. I am aware that on motion of the party served, service may be presumed invalid if the postal cancellation date or postage meter is more than one day after the date of deposit for mailing in affidavit.

Place of Mailing: Glendale, California.

Executed on February 14, 2012, at Glendale, California.



Katrina Bartolome